



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 04, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 September 4, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AWARD OF CONTRACTS FOR AS-NEEDED ENVIRONMENTAL LABORATORY SERVICES PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to award three contracts to provide as-needed stationary and/or mobile laboratory services for environmental soil and/or groundwater testing at various County sites.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award contracts for the As-Needed Environmental Laboratory Services Program for an aggregate annual program sum of \$2 million to American Environmental Testing Laboratory, Inc.; Environmental Treatment & Technology; and Sierra Analytical Laboratories. These contracts will be for a term of one year commencing on October 1, 2012, with four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months and a potential maximum program sum of \$11 million.
3. Authorize the Director of Public Works or her designee to annually increase the program's amount up to an additional 10 percent of the annual program sum for unforeseen, additional work within the scope of the contracts, if required.
4. Authorize the Director of Public Works or her designee to execute these contracts; to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director of

Public Works or her designee, the contractors have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed sampling and analysis of drinking water, wastewater, stormwater runoff, hazardous waste, and soils, including organic and inorganic testing.

These contractors have the specific resources including equipment, instrumentation, trained personnel, and systems to provide comprehensive and responsive analytical laboratory support. These contractors are certified by the California Department of Health Services as environmental testing laboratories, and each can provide a mobile laboratory capable of meeting our field testing requirements. The Department of Public Works (Public Works) has contracted for these services since 1997.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractors who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total combined aggregate annual program amount for this program may not exceed \$2 million plus 10 percent of the annual program sum for unforeseen, additional work within the scope of these contracts if required. This amount is based on Public Works' estimated annual utilization of the contractors' services.

Funding for these services is included in Fiscal Year 2012-13 Public Works General Fund, Road Fund, Flood Control District Fund, Internal Service Fund, Aviation Capital Projects Fund, and Aviation Enterprise Fund Budgets and other potential fund budgets. Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are American Environmental Testing Laboratory, Inc., located in Burbank, California; Environmental Treatment & Technology located in Signal Hill, California; and Sierra Analytical Labs, Inc., located in Laguna Hills, California. These contracts will commence on October 1, 2012, for a period of one year. With your Board's delegated authority, the Director of Public Works (Director) or her designee may renew these contracts for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months.

The contracts will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing these contracts, the contractor will sign and County Counsel will review them as to form. The recommended contracts with American Environmental Testing Laboratory, Inc.; Environmental Treatment & Technology; and Sierra Analytical Laboratories were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the requirements of the Chief Executive Officer and your Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. These contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from each contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on November 16, 2011, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County, Code Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

These contracts do not allow for a cost-of-living adjustment for the optional years.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects, which has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15304 of CEQA.

CONTRACTING PROCESS

On March 27, 2012, Public Works solicited proposals from 191 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On April 23, 2012, four proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was found nonresponsive and was disqualified for not meeting the minimum requirements. The remaining three proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan references, and an on-site inspection of the laboratory utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the apparent responsive and responsible proposers, American Environmental Testing Laboratory, Inc.; Environmental Treatment & Technology; and Sierra Analytical Laboratories.

Awarding these three contracts will allow Public Works to ensure a timely response to workload requirements. When work is identified, each contractor will be given an opportunity to provide a price quote for the work identified. The lowest bid will typically be assigned the work, unless the project is time sensitive or has other particular factors, in which case the County reserves the right to assign the work to the contractor, the County determines to be most qualified to complete the work to meet project requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

9/4/2012

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FORAS-NEEDED ENVIRONMENTAL LABORATORY SERVICES PROGRAM

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 23, 2012, hereby agrees to provide services as described in this Contract for the As-Needed Environmental Laboratory Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all contractors providing service under this Program a combined aggregate annual amount exceeding \$2 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The COUNTY will assign work based on Exhibit A, Scope of Work, paragraph D, Assignment of Work. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on October 1, 2012. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract

shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the submitted prices as listed in Form PW-2.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

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TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information**Bid Number :** PW-ASD 853**Bid Title :** As-Needed Environmental Laboratory Services Program**Bid Type :** Service**Department :** Public Works**Commodity :** TESTING SERVICES - CHEMICAL (FOR LABORATORY TESTING, SEE 962-22)**Open Date :** 3/26/2012**Closing Date :** 4/9/2012 10:00 AM**Bid Amount :** \$ 2,000,000**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the As Needed Environmental Laboratory Services Program (2012-AN025). The total aggregate annual contract amount of this Program is estimated to be \$2 million. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Lorena Calderon at (626) 458 4169 or lcalderon@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:30 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

County may award up to four contracts for this Program.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposers' managing employee(s) and subcontractors' managing employee(s), if any, must have a minimum of five years of experience providing similar type of services solicited in Exhibit A, Scope of Work.
2. Proposers and subcontractors, if any, collectively must meet all eight requirements enumerated in Form PW-18, Proposal Compliance Form.

A Proposers' Conference will be held on Monday, April 9, 2012, at 10 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, April 23, 2012, at 5:30 p.m. Please direct your questions to Ms. Calderon at the number listed on the previous above.

Contact Name : Lorena Calderon**Contact Phone# :** (626) 458-4169**Contact Email :** lcalderon@dpw.lacounty.gov**Last Changed On :** 3/26/2012 12:58:45 PM

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